IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 15910 of 2003

For Approval and Signature:

HON'BLE MR.JUSTICE JAYANT PATEL

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : YES

2. To be referred to the Reporter or not? : YES

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the concerned Magistrate/Magistrates,Judge/Judges,Tribunal/Tribunals? : NO

SUSHI GANESH PANDIT

Versus

SHREEJI CONCAST LTD.

Appearance:

1. Special Civil Application No. 15910 of 2003

MR DHARMESH V SHAH for Petitioner No. 1

MR SIRAJ R GORI for Respondent No. 1

CORAM : HON'BLE MR.JUSTICE JAYANT PATEL

Date of decision: 10/03/2004

ORAL JUDGEMENT

1. With the consent of the learned Counsel for both the parties, when the matter is taken up for interim

relief, the main matter itself is taken up for final hearing today.

2. The short facts of the case are that the service of the petitioner was terminated by the respondent for which dispute came to be raised by the petitioner, and the same ultimately came to be referred to the Labour Court being Reference (LCB) No.14/2001. Thereafter, it appears that the matter was placed before the Lok Adalat on 3-11-2001 and before the Lok Adalat, a settlement purshis was submitted which was signed by the representative of the petitioner, but it was not signed by the petitioner himself. So far as the respondent is concerned, the same was signed by the respondent as well as the representative of the respondent. The Labour Court acted upon the said settlement and passed the award in terms of the settlement. The petitioner, thereafter, submitted application for restoration being Misc. Application No.18/2002 in Reference (LCB) No.14/2001, which ultimately came to be rejected as per the order dated 16-8-2003 passed by the Labour Court and, therefore, under these circumstances, the present petition.

3. Heard Mr.Shah, learned Counsel for the petitioner and Mr.Gori, learned Counsel for the respondent.

4. The contention of the petitioner is that the settlement is without his knowledge and he has not signed the said settlement, whereas on the other side, the contention of the respondent is that the representative of the workman concerned has signed the settlement. In the present case, the amount of Rs.29,600/= which is agreed to be paid is not accepted by the workman concerned. However, Mr.Gori submitted that the said amount was offered by the respondent, but the same was not accepted by the workman. In my view, the question involved in this petition is more or less the same as it was in the case of Jayisingbhai Kanjibhai v. Dhrangadhar Chemicals Works Ltd., (Special Civil Application No.5154 of 2002) and for the reasons recorded in the said decision, the award passed by the Labour Court on the basis of the settlement which is not signed by the workman concerned, cannot be maintained in the eye of law.

5. Hence, the award passed by the Labour Court in Reference (LCB) No.14/2001 is quashed and set aside and the Reference shall stand restored to the file before the Labour Court, Bhavnagar for its adjudication in accordance with law. The petition is allowed to the

aforesaid extent. Rule made absolute accordingly. No costs.

10-3-2004 (Jayant Patel, J.)

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